COUNCILMEMBER HOWARD SHOOK

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO REIMBURSE THE GEORGIA DEPARTMENT OF TRANSPORTATION (GADOT) FOR THE RELOCATION OF WATER AND SEWER UTILITIES FOR THE ROXBORO ROAD WIDENING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00). ALL CONTRACTED WORK SHALL BE PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2J26 573001 M22F012992BA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta executed a Local Government Project Agreement (LGPA), dated May 1, 1995 with the Georgia Department of Transportation (GADOT) for the City of Atlanta to perform all utilities relocation for the Roxboro Road Widening Project; and

WHEREAS, the Georgia Department of Transportation has scheduled the Roxboro Road Widening Project for a June 2002 bid date; and

WHEREAS, the Department of Public Works would like to minimize the level of disruption to the surrounding neighborhood by allowing the Georgia Department of Transportation to include the city's utilities relocation plans in its final construction documents; and

WHEREAS, the Department of Public Works has requested the Georgia Department of Transportation to include the utilities relocation plans in the Roxboro Road Widening Project; and

WHEREAS, the Georgia Department of Transportation has agreed to include the utilities relocation plans in their final documents; and

WHEREAS, the Georgia Department of Transportation has indicated to the City that they must receive a check prior to the bid date; and

WHEREAS, funds have been allocated for the purpose of reimbursing the Georgia Department of Transportation for the utilities relocation on the Roxboro Road Widening Project.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to execute an agreement to reimburse the Georgia Department of Transportation for utilities relocation of the Roxboro Road Widening Project, Georgia Department of Transportation Project Number STP-9219(4)&(2), P.I. No. 752090 & 752040, in an amount not to exceed Two Million Dollars and No Cents (\$2,000,000.00); and

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to review and approve said agreement as to form in cooperation with the Department of Public Works for execution by the Mayor.

BE IT FURTHER RESOLVED, that this agreement shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that party.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from fund, account, and center number: 2J26 573001 M22F012992BA.

A true copy,

Municipal Clerk, CMC

aughin Johnson

ADOPTED by the Council
APPROVED by the Mayor

MAY 06, 2002 MAY 14, 2002





Department of Transportation

J. TOM COLEMAN, JR. COMMISSIONER (404) 656-5206

FRANK L. DANCHETZ CHIEF ENGINEER (404) 656-5277 State of Georgia

935 East Confederate Avenue, Bldg. 24

Atlanta, Georgia 30316

Office of Utilities

404-635-8045

HAROLD E. LINNENKOHL DEPUTY COMMISSIONER (404) 656-5212

> BILLY F. SHARP TREASURER (404) 656-5224

March 21, 2002

Ladun Esan, P.E. Infrastructure Program Manager City of Atlanta, Suite 4700, City Hall South 68 Mitchell Street, SW Atlanta, Georgia 30303-0324

Georgia Project:

STP-9219 (2) & (4) Fulton County

GDOT PI No.:

752040 & 752090

Water and Sewer Contract Item Agreement

Dear Mr. Esan:

In accordance with your request, the adjustment of the water and sewer facilities will be included in the Department's highway contract for the roadway work on the above numbered projects. In order to meet the project schedule it is imperative that this agreement be executed by April 5th, 2002. Therefore expedited handling is necessary.

We are transmitting two counterparts of an undated Contract Item Agreement for each project which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the City of Atlanta will reimburse the State for performance of this work now estimated to be \$1,384,977.00. As outlined in Article 8, this estimate includes a 10 percent cost to the Department for Administrative and Engineering Costs (A&EC).

Please execute two undated counterparts of each project agreement. The cost of the work, including the Department's administrative and engineering costs is \$495,605.00 and \$889,372.00 respectively for the above two projects. The Agreement will be dated upon execution on behalf of the Department.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Atlanta and return both counterparts of each agreement to this office for execution on behalf of the Department. In this connection, please complete the attached resolution form or a similar resolution prepared by the City and insert the date the resolution is approved on page 4 of the Agreement. The Official Seal of the City is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Georgia Project: G.D.Ò.T. P.I.:

STP 9210 (2) & (4) FULTON COUNTY 752040 & 752090

March 21, 2002

According to Article 8 of the Agreement, the Department at this time requests a check from the City of Atlanta in the amount of \$1,384,977.00 to be paid to "Treasurer - Georgia Department of Transportation". Please indicate the project numbers on the check stub and call Mr. Scott Greene of this office to arrange pick up or delivery when it is ready.

After completion of the work, the Department will refund any overpayment or request in writing that the City of Atlanta pay the Department the revised amount as determined according to Article 10 of the Agreement.

Very truly yours,

Jeff Baker, P.E.

State Utilities Engineer

JB:SKG

Attachments

cc: Steve Henry, District Engineer, Chamblee, Georgia Attn: Jonathan Walker, District Utilities Engineer

RESOLUTION

STATE OF GEORGIA COUNTY OF FULTON

BE IT RESOLVED by the COUNCIL AND THE CITY OF ATLANTA, and it is hereby
resolved, that the foregoing attached Agreement, relative to the relocation of Water and Sewer
facilities in conflict with the GDOT Project STP-9219 (4) FULTON COUNTY, PI Number
752090, widening and reconstruction of ROXBORO ROAD FROM PRICHARD WAY TO
EAST PACES FERRY ROAD, Fulton County, be entered into by THE CITY OF ATLANTA
and that SHIRLEY FRANKLIN, as MAYOR and, as Deputy Clerk, be and
they are, thereby authorized and directed to execute the same for and in behalf of said the
COUNCIL AND CITY OF ATLANTA.
COUNTY OF FULTON
I,, as Deputy Municipal Clerk of the City of Atlanta, Georgia, and as
such am in charge of keeping the Minutes of the City Council of the said City of Atlanta. I
further certify that the attached is a true and correct copy of:
A RESOULTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO
INCLUDE WATER AND SEWER FACILITIES IN THE ROXBORO ROAD
WIDENING PROJECT.
WITNESS my hand and official signature, thisday of, 20
DEPUTY MUNICIPAL CLERK

	ROAD - Water and Sewer Detailed E			9219(2)	. s	FTP-9219(4)	
	robable Construction Cost; Mar 15, 2002 1-02 GDOT UTILITIES skg	Delon Hampton		iates English		Metric	
Item No.	Roadway Item	Unit	Unit \$	QTY I	TEM TTL	QTY	ITEM TTL
500-3101	OLASS A CONCRETE	CY M3	\$500 \$650	25	\$12,500	34	\$22,100
600-0001	FLOWABLE FILL	CY M3	\$100 \$130	100	\$10,000	121	\$15,730
660-0804 660-0804	SAN SEWER PIPE, 4 IN, DUCTILE IRON SAN SEWER PIPE, 100 MM, DUCTILE IRON	LF LM1	\$50 \$160	350	\$17,500	132	\$21,120
660-0808 660-0808	SAN SEWER PIPE, 8 IN, DUCTILE IRON SAN SEWER PIPE, 200 MM, DUCTILE IRON	LF LM1	\$80 \$260	248	\$19,840	45	\$11,700
660-0812 660-0812	SAN SEWER PIPE, 12 IN, DUCTILE IRON SAN SEWER PIPE, 300 MM, DUCTILE IRON	LF LM1	\$100 \$330	696	\$69,600	519	\$171,270
668-3300	SAN SEWER MANHOLE, TP-1	EA	\$2,000	9	\$18,000	14	\$28,000
668-3311	SAN SEWER MANHOLE, TP-1, ADD DEPTH, CL 1	LF LM1	\$200 \$660	14	\$2,800	7	\$ 4,620
668-3312	SAN SEWER MANHOLE, TP-1, ADD DEPTH, CL 2	LF LM1	\$250 \$820	24	\$6,000	23	\$18,860
668-3313	SAN SEWER MANHOLE, TP-1, ADD DEPTH, CL 3	LF LM1	\$300 \$980	24	\$7,200	18	\$17,640
668-3314	SAN SEWER MANHOLE, TP-1, ADD DEPTH, CL 4	LF LM1	\$350 \$1,150	0	\$0	. 8	\$9,200
670-1060 670-1060 670-1080	WATER MAIN, 6 IN WATER MAIN, 150 MM WATER MAIN, 8 IN	LF LM1 LF	\$70 \$230 \$80	48 370	\$3,360 \$29,600	44	\$10,120
670-1080 670-1080 670-1120	WATER MAIN, 200 MM WATER MAIN, 12 IN	LM1 LF	\$260 \$100	1765	\$176,500	168	\$43,680
670-1120	WATER MAIN, 300 MM	LM1	\$330		·	795	\$262,350
670-2030 67 0-203 0	GATE VALVE, 3 IN GATE VALVE, 75 MM	EA EA	\$800 \$800	0	\$0	1	\$800
670-2060 670-2060	GATE VALVE, 6 IN GATE VALVE, 150 MM	EA EA EA	\$800 \$800 \$1,100	4 3	\$3,200 \$3,300	14	\$11,200
670-2080 670-2080 670-2120	GATE VALVE, 8 IN GATE VALVE, 200 MM GATE VALVE, 12 IN	EA EA	\$1,100 \$1,100 \$2,000	10	\$20,000	2	\$2,200
670-2120	GATE VALVE, 300 MM	EA	\$2,000			15	\$30,000
670-3087 670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN TAPPING SLEEVE & VALVE ASSEMBLY, 200 MM X	EA	\$3,000	3	\$9,000		
	200 MM	EA	\$3,000			4	\$12,000
670-4000	FIRE HYDRANT	EA LF	\$2,500 \$20	4 130	\$10,000 \$2,600	13	\$32,500
670-5010 670-5010	WATER SERVICE LINE, 1 IN WATER SERVICE LINE, 25 MM	LM1	\$20 \$70	130	\$2,600	93	\$6,510
670-7016 670-7016	STEEL CASING - 16 IN STEEL CASING - 400 MM	LF LM1	\$150 \$490	0	\$0	19	\$ 9,310
670-7020 670-7020	STEEL CASING - 20 IN STEEL CASING - 500 MM	LF LM1	\$150 \$490	160	\$24,000	109	\$ 53,410
670-8112 670-8112	DBL STRAP SADDLE, 12 IN X 1 IN DBL STRAP SADDLE, 300 MM X 25 MM	EA EA	\$150 \$150		\$750	10	\$1,500
670-9710	RELOCATE EXIST FIRE HYDRANT	EA	\$1,500		\$0 \$4,000		\$1,500 \$8,000
670-9730 670-9920	RELOCATE EXISTING WATER METER, INCL BOX REMOVE EXISTING FIRE HYDRANT	EA EA	\$800 \$400		\$4,000 \$800		\$3,200
		SUBTOTAL		STP-9219(2)	\$450,550	STP-9219(4	\$808,520
		GDOT A&EC		TOTAL	\$45,055 \$ 495,605		\$80,852 \$889,372

GEORGIA PROJECT: STP-9219 (4) FULTON COUNTY

G.D.O.T. P.I. NO. 752090

THIS AGREEMENT, made this ________, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen and reconstruct ROXBORO ROAD FROM PRICHARD WAY TO EAST PACES FERRY ROAD, in the City of Atlanta, Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or replacements of water and sewer facilities and appurtenances of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8 & 9 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of the water and sewer facilities in the highway construction contract as shown on the attached detailed pay item list; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for the LOCAL AGENCY'S work, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY'S Consultant, DELON HAMPTON and ASSOCIATES/CHARTERED, Inc;

WHEREAS, the plans and costs for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

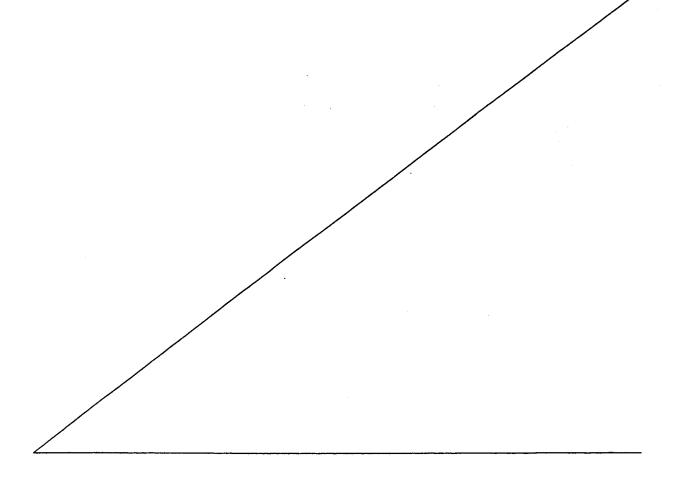
- 1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.
- 2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to

notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

- 3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.
- 4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the plans along with the necessary specifications to assure that the work conforms to sound construction practices.
- 5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost in the same proportionate amount as determined in Articles 8 and 9 below.
- 6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.
- 7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the DEPARTMENT shall make a "Final Acceptance" of the work. Thereafter, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor.
- 8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid detailed pay item summary attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The amount of the final construction cost to be borne by the LOCAL AGENCY is now estimated to be \$808,520.00, based on prices as shown in the detailed pay item list attached hereto. A 10 percent charge is added to the estimated and final cost for the Department's Administrative and Engineering Costs (A&EC). The total amount the LOCAL AGENCY shall pay to the DEPARTMENT including A&EC is \$889,372.00 or 110 percent of the detailed pay item list attached hereto upon execution of this Agreement.
- 9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall multiply the quantities shown in the detailed cost estimate by the actual bid prices. As the case may be, the DEPARTMENT shall refund to the LOCAL AGENCY or shall request in writing to the LOCAL AGENCY that an additional payment in the amount of the difference between the said estimated

amount including A&EC and the actual bid amount be paid to the DEPARTMENT. Any additional payment due the DEPARTMENT shall be made by the LOCAL AGENCY within thirty (30) days.

- 10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within thirty (30) days after the statement is received from the DEPARTMENT.
- 11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the City of Atlanta, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF ATLANTA

MUNICIPAL CLERK (Seal)	SHIRLEY FRANKLIN, MAYOR
RECOMMENDED:	APPROVED:
ICCOMMENDED.	
COMMISSIONER, DEPARTMENT OF	CHIEF FINANCIAL OFFICER
PLANNING, DEVELOPMENT &	
NEIGHBORHOOD CONSERVATION	This Agreement approved by the Atlanta
	City Council at a meeting held on and signed by the
	Mayor on
APPROVED AS TO FORM:	<u> </u>
The second secon	er a dinastratura e e e a matemia e e e e e e e e e e e e e e e e e e e
BY: CITY ATTORNEY	DEPUTY MUNICIPAL CLERK
CITTATIONNET	DEI 011 MONICH AL CLEAR
DEPARTMENT	OF TRANSPORTATION
RECOMMENDED:	ACCEPTED:
BY:	
STATE UTILITIES ENGINEER	BY:
	DEPUTY COMMISSIONER
	WITNESS AS TO THE DEPARTMENT
PROJECT: STP-9219 (4)	Signed, sealed and delivered this
COUNTY: FULTON	day of, 20
G.D.O.T. P.I. NO.: 752090	in the presence of:
DATE: March 21, 2002 SKG	BY:
	WITNESS
	BY:
	NOTARY PUBLIC
	(OFFICIAL SEAL OF THE DEPARTMENT)
I attest that the seal imprinted herein is the Office	cial Seal of the DEPARTMENT.
	BY:
	TREASURER
	(OFFICIAL CUSTODIAN OF THE SEAL)

RESOLUTION

STATE OF GEORGIA
COUNTY OF FULTON

BE IT RESOLVED by the COUNCIL AND THE CITY OF ATLANTA, and it is hereby
resolved, that the foregoing attached Agreement, relative to the relocation of Water and Sewer
facilities in conflict with the GDOT Project STP-9219 (2) FULTON COUNTY, PI Number
752040, widening and reconstruction of ROXBORO RD FROM EAST PACES FERRY RD TO
ROCKHAVEN CIRCLE & SOUTHERN RAILROAD BRIDGE, Fulton County, be entered
into by THE CITY OF ATLANTA and that SHIRLEY FRANKLIN, as MAYOR and
, as Deputy Clerk, be and they are, thereby authorized and directed to
execute the same for and in behalf of said the COUNCIL AND CITY OF ATLANTA.
AND THE PROPERTY OF THE PROPER
COUNTY OF FULTON
I,, as Deputy Municipal Clerk of the City of Atlanta, Georgia, and as
such am in charge of keeping the Minutes of the City Council of the said City of Atlanta. I
further certify that the attached is a true and correct copy of:
A RESOULTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO
INCLUDE WATER AND SEWER FACILITIES IN THE ROXBORO ROAD
WIDENING PROJECT.
WITNESS my hand and official signature, thisday of, 20
DEPUTY MUNICIPAL CLERK

GEORGIA PROJECT: STP-9219 (2) FULTON COUNTY

G.D.O.T. P.I. NO. 752040

the DEPARTMENT, first party, and the CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to reconstruct the interchange of ROXBORO ROAD FROM EAST PACES FERRY ROAD TO ROCKHAVEN CIRCLE & SOUTHERN RAILROAD BRIDGE in the City of Atlanta, Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or replacements of water and sewer facilities and appurtenances of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9 & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of the water and sewer facilities in its highway construction contract as shown on the attached detailed pay item list; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for the LOCAL AGENCY'S work, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY'S Consultant, DELON HAMPTON and ASSOCIATES/CHARTERED, Inc;

WHEREAS, the plans and costs for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

- 1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.
- 2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S

Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

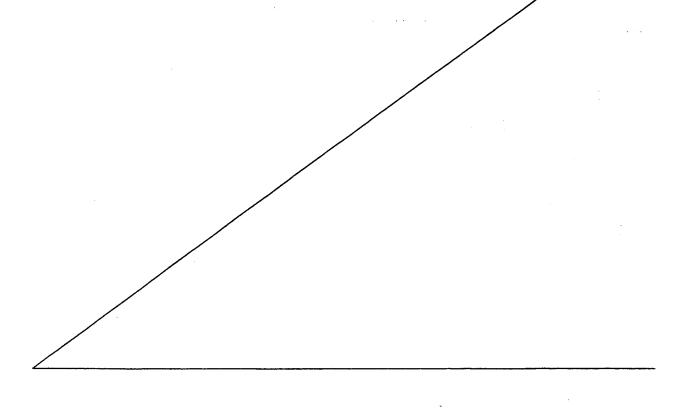
- 3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.
- 4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the plans along with the necessary specifications to assure that the work conforms to sound construction practices.
- 5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost in the same proportionate amount as determined in Articles 8 and 9 below.
- 6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.
- 7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the DEPARTMENT shall make a "Final Acceptance" of the work. Thereafter, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor.
- 8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid detailed pay item summary attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The amount of the final construction cost to be borne by the LOCAL AGENCY is now estimated to be \$450,550, based on prices as shown in the detailed pay item list attached hereto. A 10 percent charge is added to the estimated and final cost for the Department's Administrative and Engineering Costs (A&EC). The total amount the LOCAL AGENCY shall pay to the DEPARTMENT including A&EC is \$495,605.00 or 110 percent of the detailed pay item list attached hereto upon execution of this Agreement.
- 9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall multiply the quantities shown in the detailed cost estimate by the actual bid prices. As the case may be, the DEPARTMENT shall refund to the LOCAL AGENCY or shall request in writing to the LOCAL

AGENCY that an additional payment in the amount of the difference between the said estimated amount including A&EC and the actual bid amount be paid to the DEPARTMENT. Any additional payment due the DEPARTMENT shall be made by the LOCAL AGENCY within thirty (30) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within thirty (30) days after the statement is received from the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the City of Atlanta, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF ATLANTA

	•
MUNICIPAL CLERK (Seal)	SHIRLEY FRANKLIN, MAYOR
RECOMMENDED:	APPROVED:
COMMISSIONER, DEPARTMENT OF	CHIEF FINANCIAL OFFICER
PLANNING, DEVELOPMENT &	CHIEF FINANCIAL OFFICER
NEIGHBORHOOD CONSERVATION	This Agreement approved by the Atlanta City Council at a meeting held on, and signed by the
	Mayor on
APPROVED AS TO FORM:	
	A Section 1
BY:	
CITY ATTORNEY	DEPUTY MUNICIPAL CLERK
DEPARTMENT	OF TRANSPORTATION
RECOMMENDED:	ACCEPTED:
BY:	
STATE UTILITIES ENGINEER	BY:
	DEPUTY COMMISSIONER
	WITNESS AS TO THE DEPARTMENT
PROJECT: STP-9219 (2)	Signed, sealed and delivered this
COUNTY: FULTON	day of, 20
G.D.O.T. P.I. NO.: 752040	in the presence of:
DATE: March 21, 2002 SKG	BY:
	WITNESS
	BY:
	NOTARY PUBLIC
	(OFFICIAL SEAL OF THE DEPARTMENT)
I attest that the seal imprinted herein is the Offi	icial Seal of the DEPARTMENT.
	BY:
	TREASURER
	(OFFICIAL CUSTODIAN OF THE SEAL)

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

AND

CITY OF ATLANTA, FULTON COUNTY, GEORGIA ROXBORO ROAD WIDENING

This	AGREEMEN'	r is made	and ente	red into	this	य	· · · · · · · · · · · · · · · · · · ·	
day of 👱	May			, 19 95	, by	and be	etween	the
DEPARTMEN	TRA	NSPORTATIO	N, an ag	gency of	the S	tate o	f Georg	ηία,
hereinaft	er called	d the DEPA	RTMENT,	and the	CITY O	F ATLAN	TA, FUI	TON
COUNTY, 6	EORGIA, a	acting by a	and thro	ugh its	Mayor a	and Cit	y Counc	:il,
hereinaft	er called	the CITY						

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the roadway facilities along Roxboro Road from Pritchart Way to East Paces Ferry Road, in the City of Atlanta, Fulton County, Georgia, currently described as Project No. STP-9219 (4), P.I. No. 752090, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the construction of the PROJECT with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in the AGREEMENT; and

whereas, the CITY has represented to the DEPARTMENT a desire to participate in providing the design needed for the improvements, purchase of right of way, relocating utilities, and other costs as specified in the AGREEMENT, and the DEPARTMENT has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

- 1. The DEPARTMENT will provide the PROJECT concept report.
- 2. The CITY shall contribute towards the PROJECT by funding the design engineering. The design engineering shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, and applicable guidelines of the DEPARTMENT. The design shall include, but not be limited to, the following items:
 - a. Development of PROJECT base year (year facility is expected to be open to traffic) and design year (20 years from base year) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

4

- bly Preparation of environmental studies, documentation, and Preports for the PROJECT to show the PROJECT is in compliance with the provisions of the National Environmental Protection all archaeological, any and shall include This Act. historical, ecological, air, noise, and hazardous waste site submit the DEPARTMENT studies. The CITY shall to environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.
 - c. The CITY shall obtain all surveys, mapping, and soil investigation studies needed for design of the PROJECT.
 - d. The CITY shall obtain all necessary permits, including, but not limited to, US Army Corps of Engineers 404.
 - e. The CITY shall prepare preliminary plans, final right of way plans, and final construction plans and specifications for the PROJECT.
 - f. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

- required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the CITY shall fund the acquisition and acquire the necessary rights of way for the PROJECT. Right of way acquisition shall be in accordance with the rules and regulations of the FHWA including, but not limited to, Title 23 United States Code (Uniform Act) and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure to follow these requirements will result in loss of Federal funding for the project and it will be the responsibility of the CITY to make up the loss of that funding. All rights of way shall be cleared of obstructions, including underground storage tanks, by the CITY prior to the DEPARTMENT's taking of bids for the PROJECT.
- 4. The CITY shall be responsible for all utility relocation costs necessary for the construction of the PROJECT.
- 5. The CITY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT Limits.
- 6. The CITY shall follow Ga. DOT procedures for identification of existing and proposed utility facilities on the project. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the District Utilities Engineer.

٠.

- 7. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and obtaining all needed permits for the PROJECT by the CITY, the DEPARTMENT shall let the PROJECT for construction. Except as provided herein, the DEPARTMENT shall bear all costs for construction, including all costs associated with inspection and materials testing during construction. The DEPARTMENT shall be solely responsible for securing and awarding the construction contract for the PROJECT.
- 8. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives. ATLANTA, CITY OF RECOMMENDED: BY: esign Engineer Signed, sealed and delivered day of ruction 1995, in the presence of: Danchetz Frank L. Chief Engineer DEPARTMENT OF TRANSPORTATION Notary Notary Public, Gwinnatt County, Georgia. My Commission Expires Petituary 1, 1997. Commissioner ATTEST: This Agreement approved by the CITY COUNCIL at a me/stin Arthur Vaughn Treasurer the 19

Commissioner, Department of

Public Works

Atlanta City Council

Regular Session

O2-R-0866 Shook Resolution: Reimburse GA DOT Regarding Roxboro Rd. Widening Project ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

Y Smith Y Archibong NV Moore Y Mitchell Y Starnes Y Fauver NV Martin Y Norwood Y Young Y Shook Y Maddox Y Willis B Winslow Y Muller Y Boazman NV Woolard

CORRECTED COPY

3300 0, 00	First R	First Reading	FINAL COUNCIL ACTION
05-7-20	Date		□2nd □1st & 2nd □3rd
(Do Not Write Above This Line)	Chair Referred to		Readings
A PERSONAL PAPER RV.	Committee	Committee	□Consent □V Vote ☑HC Vote
COUNCILMEMBER HOWARD SHOOK	Date	Date	CERTIFIED
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO	Chair	Chair	
TRANSPORTATION (GADOT) FOR THE RELOCATION OF WATER AND SEWER UTILITIES FOR THE ROXBORO ROAD WIDENING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION	Action: Fav, Adv, Hold (see rev. side) Other:	Action: Fav, Adv, Hold (see rev. side) Other:	
DOLLARS AND NO CENTS (\$2,000,000.00). ALL CONTRACTED WORK SHALL BE PAID FROM FIND. ACCOUNT AND CENTER NUMBER	Members	Members	(MAY 0 & 2002
2J26 573001 M22F012992BA; AND FOR OTHER PURPOSES.			(after In hold
ADOPTED BY MAY U 6 2002	Refer To	Refer To	
COUNCIL	Committee	Committee	
	Date	Date	
_	Chair	Chair	Real Date Share
□ ADVEHIISE & HEFER□ 1st ADOPT 2nd READ & REFER□ PERSONAL PAPER REFER	Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)	MAYOR'S ACTION
Date Referred	Other:	Other:	A CONTROL OF THE PARTY OF THE P
Referred To:	Members	Members	
Date Referred			Amay 1 4 2082
Referred To:			
Date Referred	Refer To	Refer To	MAYOR
Referred To:			